

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: )  
 ) Case No.  
THURMAN L. NEWBILL, )  
LORI A. NEWBILL, ) Chapter 13  
SSN: XXX-XX-5770 )  
Debtor(s) ) Hearing Date:  
 ) Hearing Loc:

**CHAPTER 13 PLAN**

<b>1.1</b>	<b>A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.</b>	<u> </u> Included <u>X</u> Not Included
<b>1.2</b>	<b>Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.</b>	<u> </u> Included <u>X</u> Not Included
<b>1.3</b>	<b>Nonstandard provisions set out in Part 5.</b>	<u> </u> Included <u>X</u> Not Included

**Part 1. NOTICES**

**TO DEBTORS:** This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

**TO CREDITORS:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

**Part 2. PLAN PAYMENTS AND LENGTH OF PLAN**

**2.1 Plan Payments.** Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$405.00 per month for 60 months.

(B) \$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months.

(C) A total of \$\_\_\_\_\_.00 through \_\_\_\_\_, then \$\_\_\_\_\_ per month for \_\_\_\_ months beginning with the payment due in \_\_\_\_\_.

2.2 **Tax Refunds**. Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums**. Debtor shall send additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

### **Part 3. DISBURSEMENTS**

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee**. Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages**. Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
		Six months

3.3 **Pay the following sub-paragraphs concurrently:**

(A) **Post-petition real property lease payments**. Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
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(B) **Post-petition personal property lease payments**. Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
		24 months

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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3.4 **Attorney Fees.** Pay Debtor's attorney \$1,803.00 in equal monthly payments over 18 months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
		48 months	0.00%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 6.75% interest:

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
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(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 6.75% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
Metro St. Louis Sewer	\$1,753.37	\$35,000.00	25 months	\$1,963.00
MO Dept. of Revenue	2,048.85	35,000.00	25 months	2,294.00
St. Louis County Coll.	4,327.03	35,000.00	25 months	4,846.27

(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claim(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay \$1,100.00 of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
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Internal Revenue Service	\$6,183.00
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Missouri Dept. of Revenue	215.00
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3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$369,208.65. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$4,032.68. Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: \$0.00. Debtor guarantees a minimum of **\$4,032.68** (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

☒ **Any deficiency shall be paid as non-priority unsecured debt.**

The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral.

CREDITOR	COLLATERAL
Credit Acceptance Corp.	2014 Chevrolet Traverse
Progressive Leasing	Living Room Set

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR	CONTRACT/LEASE
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**Part 4. OTHER STANDARD PLAN PROVISIONS**

4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).

4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must

file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.

4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.

4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.

4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.

4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

#### **Part 5. NONSTANDARD PLAN PROVISIONS**

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

**The following plan provisions will be effective only if there is a check in the box "included" in Part 1 of this Plan:**

5.1 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.2 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **Part 6. VESTING OF PROPERTY OF THE ESTATE**

6.1 Title to Debtor's property shall re-vest in Debtor(s) upon confirmation.

#### **Part 7. CERTIFICATION**

**The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.**

DATE: June 18, 2019

DEBTOR: /s/ Thurman L. Newbill  
THURMAN L. NEWBILL

DATE: June 18, 2019

DEBTOR: /s/ Lori A. Newbill  
LORI A. NEWBILL

DATE: June 18, 2019

/s/ Rochelle D. Stanton  
Attorney for Debtor, Fed Bar #49641MO  
ROCHELLE D. STANTON, MO Bar #49641  
745 Old Frontenac Square, Ste. 202  
Frontenac, MO 63131  
(314) 991-1559  
(314) 991-1183 Fax  
[rstanton@rochelledstanton.com](mailto:rstanton@rochelledstanton.com)

### **CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing document was filed electronically on June 18, 2019, with the United States Bankruptcy Court, and has been served on the parties in interest via e-mail by the Court's CM/ECF System as listed on the Court's Electronic Mail Notice List.

### **CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, addressed to those parties listed on the Court's Manual Notice List and listed below on June 18, 2019.

Aargon Agency Inc.  
8668 Spring Mountain Road  
Las Vegas, NV 89117

ACS/Nelnet  
501 Bleecker St.  
Utica, NY 13501

AD Astra Recovery Services  
7330 W. 33rd St., Ste. 118  
Wichita, KS 67205

ADT Security Services  
3190 S. Vaughn Way  
Aurora, CO 80014

Allstate Insurance  
P.O. Box 650562  
Dallas, TX 75265

Ameren Missouri  
P.O. Box 66881  
Mail Code 310  
Saint Louis, MO 63166

Ameren Missouri  
P.O. Box 88068  
Chicago, IL 60680

Americollect  
1851 S. Alverno RD  
Manitowoc, WI 54220

Apria Healthcare  
1328 S. Highland Ave.  
Jackson, TN 38301

Asset Recovery Solutions  
2200 E. Devon Ave., Ste. 200  
Des Plaines, IL 60018-4501

AT&T  
P.O. Box 5001  
Carol Stream, IL 60197-5001

Berman & Rabin, P.A.  
Attorneys At Law  
15280 Metcalf  
Overland Park, KS 66223

Bridgecrest  
P.O. Box 29018  
Phoenix, AZ 85038

Capital One Auto Finance  
3905 Dallas Pkwy.  
Plano, TX 75093

Capital One Bank, USA, NA  
P.O. Box 30285  
Salt Lake City, UT 84130-0281

Capital One Services  
P.O. Box 70886  
Charlotte, NC 28272

Central Portfolio Control, Inc  
10249 Yellow Circle Drive, Suite 200  
Hopkins, MN 55343

Charter Communication  
279 Trowbridge Dr.  
Fond Du Lac, WI 54937

City of University City  
Finance Department  
6801 Delmar Blvd.  
Saint Louis, MO 63130

Comprehensive Anesthesia Care, PC  
P.O. Box 11750  
Saint Louis, MO 63105

Consumer Collection Management, Inc.  
P.O. Box 1839  
Maryland Heights, MO 63043

Credit Acceptance Corp  
P.O. Box 5070  
Southfield, MI 48086

Credit Collection Service  
Two Wells Ave.  
Newton Center, MA 02459

Credit One Bank  
P.O. Box 98872  
Las Vegas, NV 89193

Day Knight and Associates  
P.O. Box 5  
Grover, MO 63040

Dept. of Education/Navient  
P.O. Box 9635  
Wilkes Barre, PA 18773

Diversified Consultants  
10550 Deerwood Park Blvd,  
Jacksonville, FL 32256

Dr. Nadia Ajanee  
222 So. Woodsmill Road, Ste. 650 North  
Chesterfield, MO 63017

Enhanced Recovery Company  
8014 Bayberry Road  
Jacksonville, FL 32256



Enterprise Recovery Systems  
2000 York Road, Ste. 114  
Oak Brook, IL 60523

Eye Care Associates of St. Louis  
P.O. Box 790379  
Saint Louis, MO 63179

First Community Credit Union  
17151 Chesterfield Airport Road  
Chesterfield, MO 63005

First Premier Bank  
3820 N. Louise Ave.  
Sioux Falls, SD 57107-0145

First Source Advantage, LLC.  
P.O. Box 628  
Buffalo, NY 14240-0628

GE Money Bank  
P.O. Box 960061  
Orlando, FL 32896-0061

GM Financial  
P.O. Box 181145  
Arlington, TX 76096

Hertz Corporation  
P.O. Box 121056  
Dallas, TX 75312-1056

I C Systems Inc.  
P.O. Box 64437  
Saint Paul, MN 55164

Insta-Credit Auto Mart  
910 N. Bluff Rd.  
MO 64378

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Jefferson Capital Systems, LLC  
P.O. Box 7999  
Saint Cloud, MN 56302-9617

John G. Heimos  
Attorney At Law  
10805 Sunset Office Drive  
Saint Louis, MO 63127

Julia Goldstein Early Childhood Ed.  
737 Kingsland Ave.  
Saint Louis, MO 63130

Laclede Gas  
720 Olive Street  
Drawer 2  
Saint Louis, MO 63171

Lamont, Hanley & Assoc., Inc  
1138 Elm St.  
P.O. Box 179  
Manchester, NH 03101

Lou Fusz Motor Co.  
925 N. Lindbergh Blvd.  
Saint Louis, MO 63141

MCB Management Services  
P.O. Box 1099  
Langhorne, PA 19047

Medical West  
P.O. Box 230  
Odessa, MO 64076

Medical West Healthcare Center  
444 S Brentwood Blvd  
Saint Louis, MO 63105

Mercy Hospital St. Louis  
P.O. Box 504856  
Saint Louis, MO 63150-4856

Metro St. Louis Sewer District  
2350 Market St.  
Saint Louis, MO 63103

Missouri Title Loans  
8900 St. Charles Rock Road  
Saint Louis, MO 63114

Missouri American Water  
P.O. Box 578  
Alton, IL 62002-0578

Missouri Department of Revenue  
General Counsel's Office  
P.O. Box 475  
Mail Stop 202  
Jefferson City, MO 65105-0100

My Best Friend Veterinary Center  
9350 Olive Blvd.  
Saint Louis, MO 63132

National Credit Adjusters  
P.O. Box 3023  
327 W 4th Street  
Hutchinson, KS 67504-3023

National Healthcare Coll.  
700 Spirit of St. Louis Blvd., Ste. B  
Chesterfield, MO 63305

Nationwide Recovery Systems  
501 Shelley Suite 300  
Tyler, TX 75701

Navient  
300 Continental Drive  
Newark, DE 19713

Neighbors Credit Union  
6300 South Lindbergh  
Saint Louis, MO 63123

Nissan Motor Acceptance Corporation  
P.O. Box 78132  
Phoenix, AZ 85062-8133

Performance Recovery Inc.  
P.O. Box 9054  
Pleasanton, CA 94566

Portfolio Recovery  
120 Corporate Blvd., Ste. 100  
Norfolk, VA 23502

Progressive Insurance  
Dept 0561  
Carol Stream, IL 60132-0561

Progressive Leasing  
256 Data Dr.  
Draper, UT 84020

Rawlings Financial Services  
P.O. Box 2020  
La Grange, KY 40031-2020

Receivable Solutions, Inc  
P.O. Box 206153  
Dallas, TX 75320

RJM Acquisitions Funding, LLC.  
575 Underhill Blvd., Ste. 2241  
Syosset, NY 11791

Robert Thornton, Attorney at Law  
4151 Mexico Road  
Saint Peters, MO 63376

S.C. System  
P.O. Box 64378  
Saint Paul, MN 55164

Sallie Mae  
300 Continental Dr  
Newark, DE 19713

Scott Neimeyer  
11923 Hollybrook Drive  
Maryland Heights, MO 63043

Security Credit Services  
306 Enterprise Drive  
Oxford, MS 38655

Signature Health Serv.  
12639 Old Tesson Rd., #115  
Saint Louis, MO 63128

Spectrum  
P.O. Box 790086  
Saint Louis, MO 63179

Spire  
Drawer 2  
Saint Louis, MO 63171

St. Louis Community College  
5600 Oakland Avenue  
Saint Louis, MO 63110

St. Louis Community Credit Union  
3651 Forest Park  
Saint Louis, MO 63108

St. Louis County, Missouri  
Collector of Revenue  
41 S. Central Avenue  
Saint Louis, MO 63105

St. Louis Post Dispatch  
Classified Collection Department  
900 N. Tucker Blvd., 3rd Floor  
Saint Louis, MO 63101

St. Luke's Hospital  
P.O. Box 500223  
Saint Louis, MO 63150

State Farm  
P.O. Box 680001  
Dallas, TX 75368

STL Path. LLC  
P.O. Box 78609  
Saint Louis, MO 63178

T-Mobile  
P.O. Box 790047  
Saint Louis, MO 63179-0047

TitleMax of Missouri, Inc.  
8640 Airport Road  
Saint Louis, MO 63134

Transworld Systems, Inc.  
507 Prudential Rd.  
Horsham, PA 19044

United Heath Care  
Springfield Service Center  
P.O. Box 740800  
Atlanta, GA 30374

United States Attorney  
111 So. 10th Street  
20th Floor  
Saint Louis, MO 63102

Universal Credit Acceptance  
910 N. Bluff Road  
Collinsville, IL 62234-5802

University of Phoenix  
4615 E. Elwood St., Fl.3  
Phoenix, AZ 85040

US Bank  
P.O. Box 108  
Saint Louis, MO 63166

USAA Auto Ins.  
9800 Fredericksburg Road  
San Antonio, TX 78288

Webster University  
470 E. Lockwood Ave.  
Saint Louis, MO 63119

Western Anesthesiology  
339 Consort Drive  
Ballwin, MO 63011-4439

Sworn and executed under penalty of perjury this 18<sup>th</sup> day of June, 2019 at Frontenac,  
Missouri.

\_\_\_\_\_/s/Rochelle Stanton\_\_\_\_\_  
ROCHELLE D. STANTON, MO Bar #49641  
Attorney for Debtor, Fed.Bar #49641MO  
745 Old Frontenac Square, Ste. 202  
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